

**CITY OF OKLAHOMA CITY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING AGREEMENT
WITH NEWVIEW OKLAHOMA, INC.
FY 2024-25**

This Community Development Block Grant FY 2024-25 Funding Agreement, hereinafter called "Funding Agreement," or otherwise "Agreement," is between The City of Oklahoma City, an Oklahoma municipal corporation, hereinafter called "The CITY," having its principal place of business at 200 North Walker, Second Floor, Oklahoma City, Oklahoma 73102, and NewView Oklahoma, Inc., a Domestic Not For Profit Corporation, hereinafter called "NewView Oklahoma", or "Subrecipient," having its principal place of business at 501 N. Douglas Avenue, Oklahoma City, Oklahoma 73106.

RECITALS

WHEREAS, the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et. seq.), [hereinafter, Act] as amended, authorizes Federal assistance from the United States Department of Housing and Urban Development (HUD) to be awarded to local communities such as The City of Oklahoma City; and

WHEREAS, the Act is intended to emphasize and strengthen the ability of local governments to determine the community's development needs, set priorities, and allocate resources to various activities; and

WHEREAS, Title I of the Act contemplates the use of Community Development Block Grant (CDBG) funds for achieving viable urban communities by providing decent housing, a suitable living environment and expanding economic opportunities, principally for persons with predominantly low- to moderate-income, as defined by HUD; and

WHEREAS, the City Council of The City of Oklahoma City, as the applicant for and recipient of such CDBG funds, deems it desirable to fully assume the responsibilities contemplated and implied under the Act; and

WHEREAS, The CITY further deems it desirable to enter into an Agreement with NewView Oklahoma for the day-to-day conduct of the CDBG activities approved by this Agreement under eligible provisions of the Act, while reserving to The CITY complete authority and responsibility for such activities, the funding and budget thereto, and the terms under which the activities hereunder shall be conducted; and

WHEREAS, NewView Oklahoma is willing and capable of carrying out the responsibilities of a subrecipient under the Act, deems it desirable to enter into an agreement with The CITY, and commits to perform the eligible CDBG activity of special economic development. Activities considered under this Agreement include constructing a public water line along the northern boundary of NW 5th Street between N. Western Avenue and N. Douglas Avenue, Oklahoma City, OK. The proposed activity will meet the national objective of 24 CFR 570.203 by retaining jobs for individuals with predominately low- and moderate-income.

NOW, THEREFORE, NewView Oklahoma agrees to all the foregoing and further agrees as follows:

1. Scope of Work / National Objectives

As part of The CITY's Community Development Program, NewView Oklahoma will undertake and

provide construction activities described in the Scope of Work Schedule "A", attached hereto, and incorporated as a part hereof by reference, hereinafter called the Project. Schedule "A1," attached hereto, contains miscellaneous or other special provisions.

2. Duration of Agreement

The funding under this Agreement shall be from the date of signature of this Agreement and shall end **two (2) years from the date of signature** (the "End Date").

All scheduled work provided for in this Agreement shall be completed by the End Date, and all invoices for work completed during the term of the Agreement and other documents required for Award Closeout shall be submitted to The CITY **no later than six months from the End Date**.

3. Period of Compliance

The period of compliance (the "Compliance Period") begins on the date Award Closeout is completed, as described in Item 20 of this Agreement, and continues for a **minimum of five (5) years**, during which the SUBRECIPIENT must continue to meet the National Objective described in this Agreement. During the Compliance Period, there shall be no change of use, unless a CDBG-eligible activity and National Objective continue to be met. There shall be no change of use unless agreed to by the City in writing before such an event occurs.

It is further expressly understood and agreed by SUBRECIPIENT and the City that the Project Site shall not be conveyed, sold, or transferred during the Compliance Period without prior written consent of the City or Subrecipient. Execution of releases of the Mortgage by the CITY shall constitute written consent. The City's consent to such a sale during the Compliance Period may require a return of some or all of the CDBG funding depending on the subsequent use of the property after the sale.

4. Funding

In exchange for the activities to be provided under this Agreement, The CITY shall allocate to NewView Oklahoma FY 2024-25 Community Development Block Grant (CDBG) funds for the purposes set forth in this Agreement, as such funds become available from HUD, and from no other source. Provided, however, that the City confirms such funds have been committed to it as a recipient under the CDBG Program and that funding to NewView Oklahoma shall not exceed three hundred thousand dollars (**\$300,000**) as specified in Schedule "B" attached hereto and incorporated as a part hereof by reference, or subsequent revised budget. Program Income, if any, shall be administered under Section 7.c herein. This funding is being provided as a grant to NewView Oklahoma, subject to all terms herein.

5. Expenditures

NewView Oklahoma agrees to make expenditures consistent with the funding described in the attached Schedule "B".

6. Subcontracts

NewView Oklahoma may enter into subcontracts for necessary assistance in completing the scope of work that is the subject of this Agreement. Such subcontracts shall be in accordance with applicable laws and regulations. NewView Oklahoma shall be responsible for the work performed by such subcontractors, and for all expenditures made under such subcontracts.

- a. NewView Oklahoma and its contractors and subcontractors shall comply with requirements established by the System for Award Management (SAM) database, and the Federal Funding Accountability and Transparency Act, including 2 CFR Part 25, Appendix A to Part 25, and 2 CFR Part 170.
- b. NewView Oklahoma shall, prior to entering a contract for the use of CDBG funds:

- (i) Require any contractors or subcontractors on the Project obtain a valid Unique Entity Identifier (UEI) number in the System of Award Management (SAM) federal database of contractors.
 - (ii) Ensure that any contractors and subcontractors who will receive payment of more than \$25,000 for work on the Project are currently registered in the SAM database.
 - (iii) Maintain an active and approved SAM registration, with current information at all times, during which it has an active contract or award involving CDBG funds.
- c. For all contracts and subcontracts in excess of \$25,000, NewView Oklahoma shall compare each contractor's or subcontractor's business name and UEI number against the SAM database. NewView Oklahoma shall print and retain the results of the SAM search in the contract file for auditing purposes and maintain these for a minimum of three (3) years after the Award Close-out date. NewView Oklahoma shall not award contracts to any entity that is not listed as "active" in the SAM database.
 - d. NewView Oklahoma shall adhere to requirements of Schedule "H" attached hereto concerning subcontract provisions for non-Federal entity contracts under Federal awards.

7. Cross-cutting Requirements

NewView Oklahoma shall comply with all Federal, state, and municipal laws, rules, and regulations applicable to the community development activity that is the subject of this Agreement, with particular attention to:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000 et seq. No person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any Program or activity receiving Federal financial assistance, on the basis of race, color, or national origin. NewView Oklahoma shall maintain complete records on all applicants for the Compliance Period.
- b. Section 3 Compliance. NewView Oklahoma shall comply with Section 3 regulations at 24 CFR Part 75, and related provisions as detailed in Schedule "C" which is incorporated as a part of this Agreement by reference. Further, NewView Oklahoma shall include provisions for Section 3 Compliance in any agreements with subcontractors for work performed under this Agreement. NewView Oklahoma shall maintain full and adequate records of compliance with applicable laws, rules, and regulations. Such records shall be open for inspection by The CITY and/or HUD or their authorized representatives in accordance with 2 CFR 200.337.
- c. Administrative Requirements. NewView Oklahoma shall comply with applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements of 2 CFR Part 200, which requirements and principles apply to non-Federal entities that receive Federal awards.

In matters concerning real property acquired or improved using CDBG funds, NewView Oklahoma shall comply with 24 CFR 570.505, which provisions apply to property change of use.

Concerning termination of this Agreement, NewView Oklahoma shall comply with 24 CFR 570.503 and Section 14 of this Agreement.

- d. Environmental Responsibilities. NewView Oklahoma shall carry out each activity in compliance with all Federal laws, regulations described in Subpart K of 24 CFR 570, and

Program requirements except that:

- (i) NewView Oklahoma does not assume The CITY'S environmental responsibilities regarding 24 CFR 570.604;
 - (ii) NewView Oklahoma does not assume The CITY'S responsibility for initiating the review process under 24 CFR Part 58; and
 - (iii) NewView Oklahoma shall provide all necessary information required for The CITY to complete its environmental review and responsibilities for each Project contemplated for funding, and no funds shall be drawn for any Project address until the site-specific environmental review process for any individual Project address is complete.
 - (iv) Funding under this Agreement is conditioned on The CITY's determination to proceed with, modify or cancel any Project based on the results of a site-specific environmental review.
- e. Reversion of Assets. Upon the expiration of this Agreement, NewView Oklahoma, shall transfer to The CITY any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Also, any real property under NewView Oklahoma's control that was acquired or improved in whole or in part with CDBG funds shall be:
- (i) Used to meet one of the national objectives in 24 CFR 570.208 throughout the Compliance Period; or,
 - (ii) If the SUBRECIPIENT determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify to meet a national objective in 24 CFR 570.208, it may retain or dispose of the property for the changed use if the CITY's CDBG Program is reimbursed with the greater of:
 - i. The value of the CDBG investment in the asset or,
 - ii. The fair market value of the asset based on a current (within six months) appraisal that meets the requirements of 49 CFR 24.103, less any portion of the value attributable to expenditures of non-CDBG funds invested in the asset.
- f. Documentation Necessary for Required Assurances. NewView Oklahoma shall appoint compliance officers to ensure compliance provisions are met, to develop and maintain documentation necessary to assure compliance with the Housing and Community Development Act of 1974 (42 U.S.C. § 5301), and such amendments thereto, and shall provide such documentation and certification as needed to enable the Mayor to execute assurance of compliance. In addition, NewView Oklahoma shall furnish such information and maintain such records as needed to enable both NewView Oklahoma, and The CITY to meet the requirements of the National Environmental Policy Act and the Clean Air Act, along with such regulations as adopted in connection therewith by the Environmental Protection Agency or the State of Oklahoma.
- g. NewView Oklahoma agrees to retain all records pertaining to CDBG-funded activities for five (5) years from the Award Close-Out date.
- h. Davis-Bacon and Related Acts (DBRA) (29 CFR Part 5, Subpart A).
- (i) **This is a DBRA-covered contract**, therefore NewView Oklahoma shall comply

with the applicable DBRA provisions below and as detailed in Schedule I. Weekly Davis-Bacon wage reports shall be submitted throughout the construction term. All contractors and subcontractors performing on Federal contracts in amounts over two thousand dollars (\$2,000.00) (and contractors or subcontractors performing on federally assisted contracts under the related Acts), except regarding contracts or subcontracts for the rehabilitation or construction of residential property containing less than eight (8) units, shall pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits listed in the DBRA wage determination for corresponding classes of laborers and mechanics employed on similar Projects in the area.

Apprentices may be employed at less than predetermined rates if they are in an apprenticeship Program registered with the Department of Labor (DOL), or with a state apprenticeship agency recognized by the DOL. Trainees may be employed at less than predetermined rates if they are in a training program certified by the DOL.

- (ii) NewView Oklahoma shall ensure the applicable wage rates are specified and that DBRA labor standard clauses are included in covered subcontracts.
- (iii) Contractors and subcontractors on prime contracts over one hundred thousand dollars (\$100,000) are required under the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), to pay employees one and one-half times their basic rates of pay for all hours over forty (40) hours worked on covered contract work in a work week. Covered contractors and subcontractors are also required to pay employees weekly, and to submit weekly certified payroll records to the contracting agency.
- (iv) Every employer performing work covered by the labor standards of the DBRA shall post the WH-1321 "Employee Rights Under the Davis-Bacon Act" poster at the site of the work in a prominent and accessible place where it may be easily seen by employees. There is no particular size requirement. The wage determination shall be similarly posted.
- (v) NewView Oklahoma shall maintain DBRA-related payroll and basic records for all laborers and mechanics during the work period until five (5) years after the Award Close-out date. Records to be maintained include:
 - Name and address of each employee
 - Each employee's work classification
 - Hourly rates of pay, including rates of contributions or costs anticipated for fringe benefits or their cash equivalents
 - Daily and weekly number of hours worked
 - Deductions made, and the purpose and the authority/consent for those deductions
 - Actual wages paid
 - If applicable, detailed information regarding various fringe benefit plans and programs, including records that show that the plan or program has been communicated in writing to the laborers and mechanics affected
 - If applicable, detailed information regarding approved apprenticeship or trainee programs.

i. Build America, Buy America (BABA) Act (2 CFR 184)

The SUBRECIPIENT, and its contractors and subcontractors must comply with the

requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the proposed infrastructure Project.

- i. The Build America, Buy America Act (BABA) requires that all iron, steel, manufactured products, and construction materials used for federally funded infrastructure Projects are produced in the United States, unless otherwise exempt or subject to an approved waiver. This requirement is known as the “Buy America Preference (BAP)” and the specific requirements are codified in 2 CFR § 184.
- ii. Under the BAP, an infrastructure Project is defined as any Project that includes construction, alteration, maintenance, or repair of infrastructure regardless of whether infrastructure is the primary purpose of the Project.

This is a BABA covered contract, therefore NewView Oklahoma shall:

- Obtain a list of needed materials and products that must comply with BAP and classify materials by type. The following types of products purchased for the Project must be produced in the United States: iron and steel, manufactured products, and construction materials, to include non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); Fiber optic cable (including drop cable); optical fiber; lumber; engineered wood; and drywall.
- Require contractors to adhere to the BAP for all covered products.
- Retain documentation for covered products that confirms the products were produced in the United States and the Project complies with BABA. Examples of such documentation may include:
 - Labels on products certifying that they are made in the United States.
 - Manufacturer certification letters.

8. Insurance

Property Insurance. NewView Oklahoma, or its development designee, shall furnish The City, at NewView Oklahoma’s sole cost and expense, evidence of builder’s risk or comparable property insurance which indemnifies NewView Oklahoma against damage or theft to the building or property while it is under construction, using funds provided by this Agreement. The policy shall contain coverage that protects against physical loss or damage to the building, materials, fixtures and/or equipment being used in constructing the Project. Following construction, the Subrecipient shall furnish the City with evidence of property insurance that covers most common risks to an existing property.

Insurance. NewView Oklahoma shall, at its own cost and expense, until the Award Close-out date, carry and maintain general public liability insurance against claims for bodily injury, personal injury, death or property damage occurring or arising out of the Project, which insurance shall cover such claims as may be occasioned by any act, omission, or negligence of NewView Oklahoma or its officers, agents, representatives, or assigns relating to the Project or its operation. The limits of liability insurance, which may be increased from time to time as deemed necessary by The City, with the approval of NewView Oklahoma, which shall not be unreasonably withheld, shall not be less than Two Million Dollars (\$2,000,000) combined single limit personal injury and property damage insurance, or aggregate insurance in a total amount sufficient to cover damages to NewView Oklahoma’s property, funded by this Agreement. The insurance required above shall be issued by an insurance company or companies

authorized to do business within Oklahoma. The City shall be named as an additional insured on all such policies, and any such policy or policies shall be primary to any other valid and collectible insurance. Certificates or other evidence satisfactory to The City evidencing the existence and terms and conditions of any insurance required above shall be delivered to The City before or along with the submission of the first invoice submitted to The City for reimbursement. The policy or policies of insurance required by this Agreement shall not be canceled or given notice of non-renewal, nor shall the terms or conditions be altered or amended without thirty (30) days' written notice to, and written approval being given by The City.

9. Reports and Audits

NewView Oklahoma shall furnish to The CITY all reports required by HUD and such additional reports as may be necessary to comply with all applicable laws, regulations, and guidelines. Further, NewView Oklahoma shall provide any other information related to this Project or Agreement that is reasonably deemed necessary by The CITY. The CITY, the Federal Grant agency, or the Comptroller General of the United States, or any of their duly authorized representatives, shall at all times have the right and option to monitor, inspect, audit and review NewView Oklahoma's performance and operation of activities to be performed under this Agreement. In connection therewith, the above-mentioned entities may inspect any records, books, documents or papers of NewView Oklahoma and the subcontractors of NewView Oklahoma, relating to this Project, for the purpose of making audit examination, excerpts, and transcriptions.

Required reports include but are not limited to:

- a. Reporting of all records maintained as required by 24 CFR 570.506.
- b. Weekly Davis Bacon payroll reports are required to be submitted with invoices throughout the construction period.
- c. NewView Oklahoma shall submit to The CITY a Final Report **within six months of the End Date**, which shall be in a format prescribed by The City, and which shall include the funds expended and use of funds, and a narrative description of accomplishments, including the number of FTE jobs retained
- d. Along with or prior to the first draw of funds under this Agreement, NewView Oklahoma shall submit to The CITY its previous year's Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) reports on Form HUD-2516, including such data from all subcontractors.
- e. Along with or prior to drawing funds under this Agreement, NewView Oklahoma shall submit to The CITY all applicable Section 3 Compliance Report information, including data from all contractors or subcontractors receiving payment with CDBG funds.
- f. Along with or before drawing funds under this Agreement, SUBRECIPIENT shall submit to the CITY its BABA-covered materials list and documentation demonstrating compliance with the Buy America Preference.
- g. At The CITY's request, NewView Oklahoma shall submit to The CITY an independent annual audit performed by an auditor familiar with HUD Programs, or, shall perform and submit to The CITY an audit that meets the requirements of 2 CFR 200, Subpart F- Audit Requirements.

- h. NewView Oklahoma shall submit to The CITY copies of any Police Report related to loss or damage to properties purchased or rehabilitated with CDBG funds, within ten (10) business days from the date of loss or damage.

10. Conflict of Interest

No covered persons, including a member, officer, or employee of The City or SUBRECIPIENT, or its designees or agents, no member of the governing body of the locality in which the Program is situated, and no other public official of such locality or localities who exercises or has exercised any functions or responsibilities regarding the Program, or who can participate in a decision-making process or gain inside information regarding activities, may obtain a financial interest or benefit from the assisted activity, or have a financial interest in any contract, subcontract, or agreement concerning such assisted activity, or regarding proceeds of the assisted activity, either for themselves or those with whom they have business or immediate family ties, during his or her tenure or for one year thereafter. An executed copy of Schedule E, Conflict of Interest, is attached hereto.

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 24 CFR 570.611, which include, but are not limited to the following:

- SUBRECIPIENT shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.
- No employee, officer, or agent of SUBRECIPIENT shall participate in the selection, the award, or the administration of a contract supported by Federal funds that would involve a conflict of interest, real or apparent.
- For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of The City, SUBRECIPIENT, or any designated public agency.

11. Non-Discrimination Certificate

With the performance of this Agreement, NewView Oklahoma agrees not to discriminate against any employee, applicant for employment or deny any services because of race, color, religion, sex, sexual orientation, gender identity or national origin. NewView Oklahoma further agrees to take affirmative action to ensure that applicants, and employees are treated without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such actions shall include, but not be limited to employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, or termination, or other forms of compensation and selection for training, including apprenticeship.

NewView Oklahoma shall post the Non-Discrimination Statement attached and labeled as Schedule "D" in a conspicuous place, available to employees and applicants for employment setting forth provisions of this section. NewView Oklahoma further agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR, Part 60). In the event of NewView Oklahoma's non-compliance with this Non-Discrimination Statement, this Agreement may be canceled or terminated by The CITY, and NewView Oklahoma may be declared by The CITY ineligible for further contracts with The CITY until satisfactory proof of intent to comply is made by NewView Oklahoma. NewView Oklahoma agrees to sign the Non-Discrimination Statement attached and labeled as Schedule "D" and to include the non-discrimination clause contained in Schedule "D" in any subcontracts connected with performing this Agreement.

12. Hold Harmless Clause

NewView Oklahoma shall defend, indemnify, and save harmless The CITY from any claims and causes of action against The CITY for damages or injury to any person or property arising solely out of, or in

connection with the negligent performance or negligent acts of NewView Oklahoma, its subcontractors, agents, or employees under this Agreement. In addition to the foregoing, NewView Oklahoma agrees to hold harmless The CITY from any liability arising from the claims of NewView Oklahoma's subcontractors or any others whom NewView Oklahoma might employ or from whom services or materials might be obtained in connection with performance of this Agreement.

13. Subrecipient Status

NewView Oklahoma agrees to conduct itself in a manner consistent with such Subrecipient status, and agrees that it will neither hold itself out as nor claim to be an officer, employee, or agent of The CITY by reason of this Agreement, and that it will not by reason of this Agreement make any claim, demand, or application for any right or privilege applicable to an officer, employee, or agent of The CITY.

14. Termination

This Agreement incorporates the provisions of 2 CFR 200.339 pertaining to remedies for noncompliance with this Agreement. Under 2 CFR 200.340, this Agreement may be suspended or terminated before the expiration of the term by unanimous written agreement by the parties to this Agreement. The CITY may also unilaterally terminate or suspend this Agreement, in whole or in part when deemed to be in the best interest of The CITY to do so, upon a ten (10) day written notice from The CITY to NewView Oklahoma, when practical, for the following reasons:

- a. Failure to perform the services set forth in the scope of services and requirements incident thereto.
- b. Making unauthorized or improper use of funds provided under this Agreement.
- c. Submission of an application, report or other documents pertaining to this Agreement which contains misrepresentation of any material aspect.
- d. The carrying out of the Scope of Services or the objectives of this Agreement is rendered unfeasible, impossible, or illegal.
- e. Failure of the U.S. Department of Housing and Urban Development (HUD) to make funds available or if HUD suspends funds for any reason.
- f. Upon the determination of The CITY that the Agreement be suspended or terminated, without cause.
- g. For the convenience of The CITY.

In the event of a Termination for cause, The CITY shall identify the cause of termination and follow the termination requirements in 2 CFR 200.339 to 200.343.

Termination or suspension shall not affect otherwise valid and allowable obligations incurred in good faith prior to receipt of a notice of termination or suspension.

15. Lobby Certification

NewView Oklahoma shall execute a lobbying certification (Schedule "F" attached and incorporated herein by reference).

16. City Grant Policies and Procedures

NewView Oklahoma shall read 2 CFR Part 200 and shall then sign the Grant Policy and Procedure Review

Certification form attached to this Agreement as Schedule “G.”

17. Miscellaneous

Should it become necessary to determine the meaning or otherwise interpret any word, phrase, or provision of this Agreement, or should the terms of this Agreement in any way be the subject of litigation in any court of law or equity, it is expressly agreed that the laws of the State of Oklahoma shall exclusively control same.

18. Certification regarding eligibility for Federal funds.

NewView Oklahoma, certifies by execution of this Agreement that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

19. Violence Against Women Act (VAWA) Compliance

NewView Oklahoma shall comply with applicable provisions of the 2022 reauthorization of the Violence Against Women Act, as previously codified in a HUD final rule, and in accordance with subsequent guidance provided by HUD.

20. Award Closeout

The Award Closeout shall occur after construction is complete and all lien releases are acquired; final invoices and all required reports have been submitted to the CITY, including but not limited to BABA, Davis Bacon, and Section 3 reporting, as well as the reporting required by Section 9.c. of this Agreement. Any deviations from Davis Bacon compliance shall be resolved before close out.

The date that closeout activities are completed (Award Closeout) is determined by the date the activity is closed in IDIS. This date initiates the Compliance Period. At the end of the Compliance Period, SUBRECIPIENT shall provide reasonable verification that the national objective described in this Agreement was met throughout the Compliance Period.

The parties do agree to bind themselves, their heirs, executors, administrators, trustees, successors, and assigns, all jointly and severally under the terms of this Agreement.

NewView Oklahoma states it possesses experience, know-how, and ability in conducting and performing the Program that is the subject of this Agreement, and agrees to use such experience, know-how and ability in its prosecution and completion of this Agreement for the benefit of The CITY. NewView Oklahoma agrees to put forth its best efforts on behalf of The CITY herein and promises to adhere to good business and professional practices in its prosecution and completion of this Agreement.

(Executions appear on the following page)

APPROVED by The City of Oklahoma City and Signed by the Mayor this 5th day of

February, 2025.

ATTEST: [SEAL]

Amy K. Sem

CITY CLERK



THE CITY OF OKLAHOMA CITY

David Holt

MAYOR

REVIEWED FOR FORM AND LEGALITY.

Debra K. Douglas-Vally
Assistant Municipal Counselor

ATTEST:

Ali B. Grant-Leonardo

Witness (Title)

NEWVIEW OKLAHOMA, INC.

Lauren Branch
Lauren Branch, President/CEO

SCHEDULE "A"

SCOPE OF WORK/NATIONAL OBJECTIVES

NewView Oklahoma, shall administer the activity funded under this Agreement, utilizing the CDBG Program funds as described herein for accomplishing the National Objective criteria of Low to Moderate Income Job Retention (24 CFR 570.208(a)(4)(iv)(B)). The eligible activity is Infrastructure Development under 24 CFR 570.203(a).

To meet the CDBG National Objective, a minimum of 51% of the estimated 100 full-time equivalent jobs to be retained shall be held by persons with Low- to- Moderate Income (LMI), as defined by HUD. Under the provisions of 24 CFR 570.208(a)(4)(v), the proposed activity qualifies for Low -to-Moderate-Income Jobs (LMJ) presumption, based on the facility's location, meaning all jobs retained will be counted as Low-to Moderate-Income Jobs. The jobs retained are primarily manufacturing jobs for persons who are blind or low vision.

Funding under this Agreement is provided to construct approximately 1,630 feet of 12-inch water line between N. Western Avenue and N. Douglas Avenue, Oklahoma City, OK, including the necessary connection(s) to a commercial building located at 501 N. Douglas Avenue, Oklahoma City, OK. The current infrastructure at 501 N. Douglas Avenue, Oklahoma City, OK does not support an adequate fire suppression system and jeopardizes the facility's ability to obtain insurance and continue operations. Funds utilized for any purpose other than the scope of work shall constitute a violation of this Agreement.



Subrecipient Signature

President / CEO

Subrecipient Name/Title

SCHEDULE "B"

BUDGET AND DRAW REQUESTS

Budget

SUBRECIPIENT provided the following Project budget for consideration as part of the request for funding under this Agreement. If costs or needs change, SUBRECIPIENT shall submit for City approval an updated detailed budget showing line-item costs and designating the funding sources to pay for all costs and sufficient to finish the Project.

The total Project funding of \$1,307,222 is comprised of construction, professional services and contingency funds for the construction of a public waterline in support of low- and moderate-income job retention. Private funds in the amount of \$1,007,222 have been secured from other sources. **This Agreement shall provide \$300,000 in CDBG funds towards construction costs.** Any unused contingency funds after the completion of the water line construction will revert to NewView Oklahoma.

Budget Changes

Changes to budget categories and amounts may be authorized as requested by NewView Oklahoma in writing, and approved by The City's Project Manager, provided that the City's total CDBG budget of \$300,000 shall not be exceeded.

Draws of funds

1. NewView Oklahoma shall make draw requests either in proportion to other funds involved in the Project, or on percentage of Project completion. For example, if the total for a Project costs \$1 million, and CDBG funding in that Project is \$200,000, the proportion of CDBG funds in the Project is 20% of the total Project cost. Under such scenario, the draw options, by way of the example, would be:
 - a. CDBG pays 20% of each draw (only the eligible CDBG costs of each billing); or
 - b. For example, with 15% Project completion, 15% of CDBG allocated to the Project may be drawn for eligible costs. At 50% completion, 50% of CDBG may be drawn, etc.
2. Supporting documentation shall be provided and shall be appropriate to evidence whichever draw approach is utilized. For example:
 - a. Approach #1 would require itemized billing for which CDBG funds are being drawn, including written identification of other sources used to cover the balance of the billing.
 - b. Approach #2 would require NewView Oklahoma or its representative, i.e., Project Architect, to certify the percentage of work complete, along with a Schedule of Completion showing the work relevant to the billing.
3. The process for drawdown of funds is:
 - a. NewView Oklahoma, shall submit invoices to The CITY on agency letterhead, along with sufficient supporting documentation to evidence a) need, or b) work performed. For example, need may be evidenced by an approved draw schedule and the draw request submitted by the trade subcontractor, along with progress reports in fulfillment of that Schedule. Work performed may be evidenced by supplier or vendor invoices. NewView Oklahoma should

also have sufficient evidence to demonstrate relative CDBG proportionality or percentage to the Project or draw as described above.

- b. Draw requests from NewView Oklahoma shall be due to The CITY before noon, on Tuesday, fourteen (14) business days before an expected receipt of funds. The invoice "start time" shall remain Tuesday at noon, except for holidays or inclement weather days. Invoices submitted after noon on Tuesday shall roll over to the next week, and the invoice start time shall be at noon the following Tuesday.
- c. The CITY shall review the draw request for reasonableness and accuracy. If the invoice cannot be approved, The CITY shall provide a reason for denial in writing to NewView Oklahoma within thirty (30) days.
- d. NewView Oklahoma shall request and work with The City to schedule an inspection of the completed water line and connections to the building at 501 N. Douglas Avenue before submitting a final invoice for the Project.
- e. Requirements for Draw requests:
 - (i) NewView Oklahoma shall submit invoices on company letterhead containing the company name, address, and contact information, with sufficient documentation to evidence 1) need, or 2) work performed as described in Item 3.a, above.
 - (ii) NewView Oklahoma shall submit with its initial draw request or have previously submitted:
 - a copy of insurance on the property, naming The City as co-insured;
 - Its Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) Report(s) for the current or previous year's activities.
 - (iii) NewView Oklahoma, shall submit Section 3 reporting information for the Project as specified in Schedule C of this Agreement, with its draw requests. Section 3 Reports apply to vendors and subcontractors as applicable.
 - (iv) NewView Oklahoma, shall submit weekly Davis-Bacon payroll reports. Invoices will not be processed until the submission of all required weekly Davis-Bacon reports has been received.
 - (v) NewView Oklahoma shall submit a BABA-covered materials list and certification.
 - (vi) NewView Oklahoma shall ensure that a submitted draw request is date-stamped as received by the Planning Department. At the time of submission, NewView Oklahoma may request a copy of the date-stamped page as evidence of submission. Denied draw requests must be resubmitted and shall require a subsequent date-stamp. The date showing on any draw requests submitted by email shall serve as the date stamp.
 - (vii) All draws for work performed during the term of the Agreement must be made within six months of the End Date.

SCHEDULE "C"

SECTION 3 COMPLIANCE

In compliance with regulations at 24 CFR Part 75 Section 3 of the 1968 Housing and Urban Development Act, as amended, regarding Equal Employment Opportunity, SUBRECIPIENT affirms that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to persons with low- and very low-income, or those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to persons with low- and very low-incomes.

Awardee appoints Lauren Branch as the Equal Employment Opportunity Officer responsible for coordinating SUBRECIPIENT's efforts to advise and assist key personnel and staff and officially serve as the focal point for complaints regarding Section 3 compliance or concerns about discrimination.

HUD Section 3 Compliance

- The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. §1701u) ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted developments covered by Section 3, shall, to the greatest extent feasible, be directed to persons with low- and very low-income, and persons who are recipients of HUD assistance for housing, with a preference for both targeted workers living in the service area or neighborhood of the Development and YouthBuild participants, as defined at 24 CFR Part 75 ("Section 3 Regulations").
- SUBRECIPIENT agrees to comply with HUD's Section 3 Regulations. As evidenced by their execution of this Agreement, SUBRECIPIENT certifies that it is under no contractual or other impediments that would prevent it from complying with the Section 3 Regulations.
- Noncompliance with HUD's regulations in Section 3 Regulations may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD-assisted contracts.
- SUBRECIPIENT shall include Section 3 requirements and language in each subcontract, bid, and/or proposal for work on this Project. SUBRECIPIENT must include language applying Section 3 requirements in any subrecipient agreement or contract for a Section 3 Project, regardless of whether Section 3 language is included in the recipient or subrecipient agreements, program regulatory agreements, or contracts.
- The "Safe Harbor" benchmark for Section 3 is for Section 3 workers to make up 25 percent or more of the total number of labor hours worked by all workers on a Section 3 Project. HUD set the benchmark for Targeted Section 3 workers at five (5) percent or more of the total number of labor hours worked by all workers on the Section 3 Project (§75.23 (b)). If a SUBRECIPIENT does not meet these safe harbor thresholds, the qualitative efforts made to attract workers with low incomes must be reported to the CITY.

Section 3 Recordkeeping. SUBRECIPIENT and all its Project contractors and subcontractors shall maintain the following on file:

- A Section 3 Business Concern Certification OR Section 3 Employer Eligibility Worksheet for all contractors and subcontractors, with supporting documentation as applicable.
- Either a Worker Self-Certification OR an Employer Certification for all workers, with supporting documentation as applicable.

- Records on labor hours worked by all workers, including Section 3 workers and Targeted Section 3 workers, using the Section 3 Form, with supporting documentation as applicable.
- Records on qualitative efforts made to attract low-income workers and businesses.

Section 3 Reporting. SUBRECIPIENT shall require that all contractors and subcontractors submit the required Section 3 information to enable SUBRECIPIENT to complete its Section 3 reporting obligations. SUBRECIPIENT shall submit the Section 3 Form to The City with every invoice submitted for payment.

Section 3 Final Report. SUBRECIPIENT shall track all reports and aggregate all the data to be able to submit to The City a Final Section 3 Report at Project completion. The Final Section 3 Report is to include:

- A total of all hours worked on the Project.
- The total work hours are completed by all Section 3 workers;
- The total work hours completed by Targeted Section 3 workers; and
- If the Safe Harbor threshold was not met, a narrative that summarizes all documented qualitative activities taken to comply with the Section 3 requirements.

The final invoice for the Project will be held until the final Section 3 Report is submitted.

SCHEDULE "D"

NON-DISCRIMINATION STATEMENT

As a subrecipient of The CITY, and a recipient of federal funding, NewView Oklahoma must execute and post this statement in a conspicuous place available to employees and applicants for employment.

NewView Oklahoma agrees, in connection with performing work under agreement(s)/contract(s) with the CITY or its public trusts:

- That NewView Oklahoma will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, ancestry, age, or disability as defined by the Americans with Disabilities Act of 1990, 42 USC 12101. The subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- NewView Oklahoma will, in all solicitations or advertisements for employees placed by or on behalf of NewView Oklahoma, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sexual orientation, gender identity or national origin.
- NewView Oklahoma agrees to include this non-discrimination clause in any subcontracts connected with performing City trust agreement(s)/contract(s).
- In the event of NewView Oklahoma's non-compliance with the above non-discrimination clause, this Agreement may be canceled or terminated by The City. The contractor may be declared by The City and or its Trusts ineligible for further agreement(s)/contract(s) with The City/Trust until satisfactory proof of intent to comply is made by the contractor.

Chapter 25, Section 25-41 of the Oklahoma City Municipal Code

Federal Executive Order 11246



Subrecipient Signature

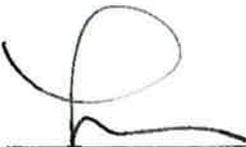
Lauren Branch, President/CEO
Subrecipient Name/Title

SCHEDULE "E"
CONFLICTS OF INTEREST

NewView Oklahoma shall identify/describe any known potential conflict of interest below, or check the box to certify that there are none:

Identified Conflicts of Interest: _____

None Identified:



Subrecipient Signature

1/21/2025
Date

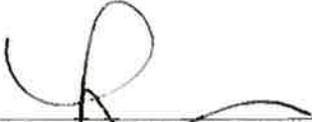
Lance Branch, President / CEO
Subrecipient Name/Title

SCHEDULE "F"

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, making any Federal grant, making any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontract, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.



Subrecipient Signature

Lauren Branch, President/CEO
Subrecipient Name/Title

SCHEDULE "G"
ANNUAL GRANT POLICY AND PROCEDURE REVIEW CERTIFICATION

Please initial next to each item and sign and date the certification.

UB I acknowledge that Circulars A-87, A-102, and A-133 have been superseded by 2 CFR 200 (aka Super or Omni Circular)

UB I have read 2 CFR 200 in its entirety at least once. Link to 2 CFR 200: https://ecfr.io/Title-02/cfr200_main

UB I have reviewed the 2 CFR Part 200, Appendix XI – Matrix of Compliance Requirements

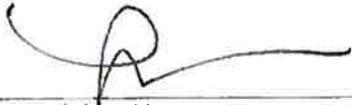
UB I am familiar with all requirements of the City of Oklahoma City Grants Policies and Procedures Manual

UB I have complied with all of the provisions of grants within my purview on a timely basis, except when documented as such, using normal City procedures.

List of Active Grants (attach additional sheets if necessary)

Grant Project Number	Grant Title
B-24-MC-40-0003	Community Development Block Grant

I certify the statements above are true and correct to my knowledge.

 1-31-2025
 Subrecipient Signature Date

Lauren Branch, President/CEO
 Subrecipient Name/Title

SCHEDULE "H"

APPENDIX II TO 2 CFR PART 200: CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-federal entity, all contracts made by SUBRECIPIENT under this CDBG award must contain provisions covering the following, as applicable.

- A. Contracts for more than the simplified acquisition threshold which is the inflation-adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- B. All contracts over \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be affected and the basis for settlement.
- C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal Program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity over \$100,000, that involve the employment of mechanics or laborers, must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work over the standard work week is permissible provided that the worker is compensated at not less than one and a half times the basic rate of pay for all hours worked over 40 hours in the work week. The requirements of 40 U.S.C. 3704 apply to construction work and

provide that no laborer or mechanic must work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts over \$150,000 must contain a provision that requires the non-Federal award to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- J. Procurement of recovered materials. A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement Program for procurement of recovered materials identified in the EPA guidelines. The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.
- K. Prohibition on certain telecommunications and video surveillance equipment or services. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to (1) Procure or obtain covered telecommunications equipment or services; (2) Extend or renew a

contract to procure or obtain covered telecommunications equipment or services; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services. Covered telecommunications equipment or services is defined in 2 CFR 200.216.

- L. Domestic preferences for procurements. The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards. For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. Federal agencies providing Federal financial assistance for infrastructure Projects must implement the Buy America preferences set forth in 2 CFR part 184.



Subrecipient Signature

1-31-2025

Date

Laura Branch, President/CEO

Subrecipient Name/Title

SCHEDULE "I"

**NEWVIEW OKLAHOMA, INC. WATER LINE PROJECT
DAVIS BACON WAGE DECISION**

Wage Decision begins on the following page.

Superseded General Decision Number: OK20240026

State: Oklahoma

Construction Type: Heavy

County: Oklahoma County in Oklahoma.

HEAVY CONSTRUCTION PROJECTS (including sewer/water line construction; heavy construction projects on treatment plants and industrial sites) (excludes heavy dredging and water well drilling)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number 0 Publication Date 01/03/2025

ENGI0627-015 06/01/2024

Rates Fringes

POWER EQUIPMENT OPERATOR:

Group 1.....	\$ 36.84	18.05
Group 2.....	\$ 34.86	18.05
Group 3.....	\$ 34.15	18.05
Group 4.....	\$ 32.82	18.05
Group 6.....	\$ 29.62	18.05
Group10.....	\$ 26.00	18.05

POWER EQUIPMENT OPERATOR

GROUP 1: All Crane Type Equipment 200 ton and larger and including 400 ton capacity cranes. All Tower Cranes.

GROUP 2: All Crane Type Equipment 100 ton capacity and larger cranes, and less than 200 ton capacity.

GROUP 3: All Crane Type Equipment 50 ton capacity and larger cranes, and less than 100 ton capacity. Crane Equipment (as rated by mfg.) 3 cu. yd. and over Guy derrick Whirley Power Driven Hole Digger (with 30' and longer mast).

GROUP 4: CRANES with Boom Incl. Jib less than 100 ft and less than 3 cu. Yd.; Overhead Monorail Crane and Bulldozer.

GROUP 6: Roller (Asphalt and Dirt)

GROUP 10:Oiler

IRON0048-005 06/01/2024

Rates Fringes

IRONWORKER (Structural, Reinforcing, and Ornamental).....\$ 30.35 16.64

SUOK2012-004 05/18/2012

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 12.49 **	1.23
ELECTRICIAN.....\$ 22.86	5.61
FORM WORKER.....\$ 11.77 **	0.00
LABORER: Common or General.....\$ 11.02 **	0.00
LABORER: Pipelayer.....\$ 11.13 **	0.00
OPERATOR: Backhoe/Excavator.....\$ 18.17	6.28
OPERATOR: Drill.....\$ 17.15 **	0.78
OPERATOR: Grader/Blade.....\$ 17.76	3.87
OPERATOR: Loader (Front End)....\$ 13.51 **	0.00
OPERATOR: Mechanic.....\$ 19.61	9.39
OPERATOR: Scraper.....\$ 16.00 **	1.55
OPERATOR: Trackhoe.....\$ 17.50 **	2.78
TRUCK DRIVER: Dump Truck.....\$ 16.50 **	0.74

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for

the classifications reflected union rates. EXAMPLE:
UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

CONFORMANCE WITH 2 CFR PART 200.332

The following information is included in this Agreement to conform to the requirements of 2 CFR 200.332:

NEWVIEW OKLAHOMA INC. UEI: MLC8QR1M78V6

Federal Award Identification Number (FAIN): B-24-MC-40-0003

Federal Award Date: September 3, 2024

Subaward period of performance and budget period: See Section 3 above.

Amount of Federal Funds Obligated by this Agreement: \$300,000

Federal award Project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): This award is a grant for the construction of a public water line to support job retention, for which at least 51% of retained jobs will be held by low- to moderate-income persons at 501 N. Douglas Avenue with NewView Oklahoma, Inc. The CDBG-eligible activity is Special Economic Development – Infrastructure Development (24 CFR 570.203(a)) and the National Objective is Low to Moderate Income Job Retention (24 CFR 570.208(a)(4)(iv)(B)).

Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity: The Federal awarding agency is HUD as defined in the above recitations. The CITY as defined above is the recipient agency providing the subaward to NEWVIEW OKLAHOMA, INC. The contact information for the Mayor is:

The Hon. David Holt
Mayor of Oklahoma City
200 N Walker Ave., Third Floor
Oklahoma City, OK 73102

Assistance Listing Number (aka CFDA): 14.218; Title: Community Development Block Grant.